In The

SUPREME COURT OF THE UNITED STATES
October Term 1972
No. 72-507

Winifred M. Goudie, Petitioner
vs.
Sears, Roebuck and Company,
and
Climate Conditioning Corporation, Respondents

Petitioner's Reply
to Brief of Sears, Roebuck and Company
in Opposition to Petition for a Writ of Certiorari
to the District of Columbia Court of Appeals

The Petitioner, Winifred M. Goudie, respectfully asks this Court to consider her reply to Sears, Roebuck and Company Brief in Opposition to the Petition for Certiorari:

The ostrich-like posture taken in Sears' Opposition is not unlike that which has imposed upon the resources of the lower courts for 7 years; not answering the issues presented, and raising new ones which, regrettably, misrepresent the facts, and now compel Petitioner (Goudie) to enumerate these frauds upon the Court.

REPLY TO SEARS'"STATEMENT":

Sears' statement that, "Petitioner was present with her counsel" at a hearing on the missing transcript and exhibits, is patently false. Goudie's trial counsel had withdrawn from the case without Court permission and without explanation. He was present by order of the court (R.1001) representing only himself and opposing counsel. He refused to make available to Goudie any trial notes, trial dates or trial content by which to verify omissions

and made no effort to locate 5 missing contracts listed in his own memorandum (Appendix 1) His most valuable contribution was to Sears, when he withdrew Goudie's charge of secret kickbacks at pretrial,(the transcript of which is missing) without Goudie's knowledge or consent. (R.824 and 841 to compare Goudie and Stein Counterclaims).

The result of the "fair hearing" was not an inquiry, but an opportunity for a humiliating and prejudicial tirade by the trial court against pro se litigants; a mockery of judicial and professional Canons of Ethics.

Sears' statement that "Petitioner has never specified what these exhibits are" is ludicrous when those specifications appear throughout the record (R.1004) as "customer sales slips and contracts belonging to the Defendant and entered in evidence"; and in her Appeal Brief at page 23, 25 and 26; and in 6 additional pleadings before and after Appeal, the last of which was a motion to the Appeal Court for Completion and Correction of the Record (June 18, 1971) opposed by both Respondents. The order denying this motion was signed by Judge Fickling, the same judge who erroneously dismissed Goudie's Counterclaim, ex parte and without notice, in the court below.

Job invoices, entered in evidence (T.6 and 7) are not in the file. (Appendix 2 and 3) These were brought to the attention of the Appeal Court and would have served to prove continuing breach.

REPLY TO "ARGUMENT TO QUESTION I":

Here, Respondent fails to address Petitioner's Question which was "impairment of contract". Instead, we are carefully led into the quicksand of the "State" and/or "Federal" status of the District of Columbia, upon which there is no authority. In the instant case, the statute by which Goudie's contracts were impaired is an Act of Congress.

Thereafter, Sears discusses many things, but Goudie's Question I is not among them, being simply whether contracts containing 5 year guarantees were impaired by the 3 year Statute of Limitations. Two decisions are discussed at length by Sears, both involving miracles of survival; a 40 year old machine and a human stomach containing a 17 year old towel. Neither of these, however, involve contracts or guarantees, nor do they contain elements of "continuing breach", as here, sufficient to toll the Statute of Limitations.

This Court has stated, "The power of a State [?] to determine the limits of the jurisdiction of its courts and the character of the controversies which shall be heard in them and to deny access to its courts in the exercise of its right to regulate practice and procedure, is also subject to the restrictions imposed by the contract..." Angel v. Bullington, 330 U.S. 183 (1947) (in part, emphasis supplied)

REPLY TO "ARGUMENT TO QUESTION II":

Respondent seeks authority for the Constitutional guarantee of the right to have notice as an element of Due Process, and characterizes this concept as "a novel statement of Constitutional right".

Goudie, by her omission of authority, credited this Court with a knowledge of the law which Sears' counsel does not concede. For the Record, then, a recent statement of this Court in Boddie v. Connecticut, 401 U.S. 371 (1971) at 377-379: "There can be no doubt that at a minimum, they [decisions of this Court] require that deprivation of life, liberty or property, by adjudication, be preceeded by notice and opportunity for hearing appropriate to the nature of the case."

Goudie does not question the right of a legislature to impose limitations, but merely the "reasonableness" of a limitation explicitly allowed to

commence, and indeed to expire, without the Constitutional requirement of notice, ie: "knowledge", as the Uniform Commercial Code appears to state at 2:725.

REPLY TO "ARGUMENT TO QUESTION III":

Sears again misrepresents that "her counsel was present", already discussed; and then submits that the transmission of "Original Papers and Exhibits" (however wanting) is sufficient to answer the question of a transcript missing some 500 pages. Sears does not explain to this Court how the transcript, for which it arranged with the reporter and for which it was responsible, has been reduced to 8, or 76, or 60 pages for each full day of trial. Nor does Sears explain why the Appeal Index shows Defendant's Exhibits 5 through 10, and 14 missing. Sears and Climate were singularly silent in this regard, and dare not deny that the contracts and sales slips and repair invoices are missing, nor deny that they removed them.

Sears' argument is totally irrelevant to Petitioner's Question III, since Due Process does not rest upon the transmission of "Original Papers and Exhibits", carefully selected by the opposing party, and Sears has not addressed the real issues upon which due process depends.

REPLY TO "ARGUMENT TO QUESTION IV":

In this Question, Sears finds another "novelty": the protection by the Court of the public interest and safety. The authority Sears cites for disavowal of that protection is one in which a man stopped payment on a check. It has no element of public safety nor of fraud upon the public. The memorandum of permit records submitted to the Appeal Court, from which Goudie testified at trial (testimony deleted) shows wilful and continuing fraud, not only upon Goudie, but upon an unsuspecting public. That fraud

presents a constant danger to the public from gas and electrical connections which are not inspected. (Appendix 4, referred to at page 14 of Petition was inadvertently omitted from Appendix to Petition, and is attached hereto.)

More relevant than the Statehood of D.C., is whether the courts below, given the only means at hand, have an obligation to protect the public whose enforcement officials cannot be made responsive to public need or demand by the elective process. As a practical matter, the lower courts have encouraged Sears to continue to break the law and endanger the public, and have condoned the same fraudulent methods which characterize the conduct of this case.

If such a question is "novel", it might well deserve the attention of this Court for that very reason.

SUMMARY:

The decision of the court below is clearly contrived by misquoting the record, by cynical disregard for procedural rules, and by reaching outside the evidence and, indeed, outside the law to a bewildering and unjust conclusion. Its total effect is to perpetuate corruption in our courts, and to protect the corruptors.

For this reason, and because the Respondent has failed to address or disperse the Questions herein, Goudie respectfully asks this Court to grant her Petition for Certiorari to the District of Columbia Court of Appeals.

Respectfully submitted,

Winifred M. Goudie

Stein' List of Exhibits

Goudie

1. Plans and drawings of premises 3210 O St N.W.
   2 sets designated as 1a and 1b

2. Contracts dated Sept. 25, 1963

   2 copies

   2a entitled contract copy
   2b entitled customer's copy

3. Contract dated June 27, 1964 for purchase of 4 hp air conditioning unit

4. Sears order to Climate dated July 1, 1964 ordering installation of 2 furnaces and motor

5. Sears order to Climate dated July 1, 1964 ordering installation of 4 hp unit

6. Climate proposal to change motor to ½ hp. dated Feb. 18, 1964

Appendix 1

MR. GOLDBERG: Five

THE COURT: Mark them one, two, three, four, and five for the Plaintiff so that the record may be clear.

(Papers marked Plaintiff's Exhibits One, Two, Three, Four, and Five for identification as of this date)

Q Plaintiff's One, would you identify that, please?

A Yes. It is a record of the job that was done at Mrs. Goulie's place of business.

Q Would you identify the number?

A 3134.

Q Would you identify exhibit number two of the Plaintiff's?

A Job number 3411. Same thing.

Q Would you identify Plaintiff's Exhibit No. Three?

A Job number 3725.

THE COURT: What is that document?

THE WITNESS: I can't really read this one.

THE COURT: They are all job tickets?

THE WITNESS: Yes.

Q Would you identify this exhibit, number four?

A 3979. Same thing.

Q And would you identify number five?

A Job number 4952. Same thing.

Q Would you identify number six?

Appendix 2

POOR COPY

A [illegible] and it is the same thing.

Q Now, I ask you Mr. Spencer, were all these kept in the normal course of business?

A Yes,

Q Were there any made on here concurrent with the transaction involving Mrs. Goudie?

A Yes.

Q And you have personal knowledge, or control of these records?

A Yes.

MR. GOLDBERG: I would like to move these into evidence, Your Honor. One through six.

THE COURT: All right.

(Plaintiff's Exhibits One, Two, Three, Four, Five, and Six for identification now [illegible] evidence as of this date)

Q Was one of these a separate job?

A No, sir. One of these were for some filters. I believe it was sixteen filters. And that was the total amount of the bill in that particular case. The men had a ticket like that for different phrases of the job, even there was a separate contract that covered the complete job.

THE COURT: When you use the term, "work ticket" it doesn't just mean work being performed, it covers a list of things?

Appendix 3

BLURRED CO

PERMIT INFORMATION

Records of the Department of License and Inspections for the District of Columbia were audited in November, 1966 at which time it was established that no permits issued prior to that date were missing from the files.

Consecutive permit numbers for 1963:

Sept. B95587
Oct. B96458
Nov. B97787
Dec. B98796

Consecutive permit numbers for 1964:

Jan. B99662
Feb. B100685
Mar. B101549
April B102577
May B103636
June B104536

Permits issued to Climate Conditioning Corp.

B101586	3/2/64	3034 Georgia Ave. — 1st ever!
B103691	(May)	1665 Avon Place
B103889 &	B103890& B103891	(May)
B104275		
B104276		
B104547		
B104794		
B105302	6/19/64	1453 Pennsylvania Ave., S.E.(30 lbs. refrig.)
	6/19/64 was the date D.C. license issued to Climate.	
B105533	6/26/64	4408 Farraday Place
B 105534	6/26/64	2903 Ellicott

B143644 — 9/2/67 3210 N St NW.

Goudie testimony

Supp DX 62

Appendix 4